

#104550

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF TEXAS**

DEC -4 PM 1:27

DEPUTY CLERK KA

**Herbert R. Putz, Plaintiff
Delta Farms, Corp.
1825 Locust Grove Church Rd.
Orange, VA 22906
(540) 406 7054**

§

§

CAUSE NO _____

8-17 CV 3280-G

vs.

§

§

§

**Atmos Energy Corporation
5430 LBJ Freeway
1800 Three Lincoln Ctr.
Dallas, TX 75240**

**Service
Corporation Service Company
211 East 7th Street
Austin, TX 78701**

**PLAINTIFFS' ORIGINAL COMPLAINT TO COMPEL DEFENDANT TO
APPOINT THEIR "DISINTERESTED PERSON" TO PROCEED WITH THE
ALTERNATE DISPUTE RESOLUTION STIPULATED IN THE EASEMENT
AGREEMENTS.**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiffs, Herbert R. Putz (Putz) "pro se litigant" and herby applies and moves for an order compelling Defendant Atmos Energy Corporation (Atmos) to nominate and appoint their "disinterested person" to proceed with the Alternate Dispute Resolution of all claims agreed in the easement agreements.

I.

Plaintiff resides at 1825 Locust Grove Church Rd. in Orange, VA 22960.

Defendant is a Corporation, organized and existing under and by virtue of the Laws of the State of Texas with principal place of business at 5430 LBJ Freeway, Dallas, TX 75240.

II.

Herbert R. Putz (Putz) was the owners of agricultural land in Delta County TX identified in Real Property Records of Delta County at (1) Volume 65, Page 187; (2) Volume 65, Page 180; (3) Volume 65, Page 194; (4) Volume 65, Page 468; (5) Volume 65, Page 182; (6) Volume 65, Page 177; (7) Volume 65, Page 185; and (8) Volume 65, Page 192) (EXHBIT A).

The original 1930 easement agreements grant a right of way for the purpose of constructing, inspecting, repairing, maintaining/operating, and replacing a pipeline and appurtenances. Should more than one pipeline be laid, the sum of 25 cents per linear rod for each additional line shall be paid besides the damages which may arise to growing crops from the construction, maintenance and operation.

The Easement Agreement stipulates further said damages, if not mutually agreed upon to be ascertained and determined by three disinterested person, one thereof to be appointed by said Grantor, one by the said Grantee, and the third by the two so appointed as foresaid, and the written award of such three persons shall be final and conclusive.

According to Mr. B. Carroll - an Atmos employee - the work on the new pipeline began on 7/25/2013 and was completed 8/30/2013. The existing pipeline was not removed. The work performed by Atmos was the installation of 4,740 linear ft. of a new pipe equal to 287.27 rods which caused damages to an area of our fields of 50'ft. X 4,740'ft. = 237,500 sq. ft. or a total of @ 6 acres of crop damages. (EXHBIT B)

The attorneys for Putz and Atmos tried to find a settlement but Atmos' terms of the proposed settlement agreement were not acceptable to Putz.

III.

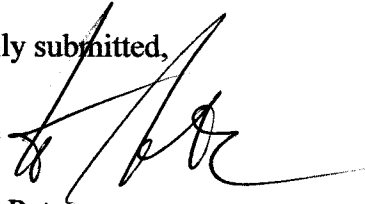
In as much as no "meetings of the minds" for a settlement occurred the contractual agreed Alternate Dispute Resolution (ADR) is to apply. ADR is strongly favored in federal law. *Shearson/ American Express, Inc. v. McMahon*, 482 US 220, 226 (1987; *Moses H. Cone, Mem'l Hospital v. Mercury constr. Cor.* 460 US 1,24-25 (1983).

The Court should order ADF unless it can be said with positive assurance that the ADF clause is not susceptible to any interpretation that would cover the dispute. Any doubts concerning the scope of the ADF agreement must be resolved in favor of ADF under federal law *Harvey v. Joyce*, 199 F3rd 790.

IV.

WHEREFORE, Plaintiff Putz respectfully request that its Complaint to Compel Defendant, Atmos Energy Corporation to nominate their "disinterested person" and proceed with Alternate Dispute Resolution be granted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'H. Putz', with a long horizontal flourish extending to the right.

Herbert R. Putz
1825 Locust Grove Church Rd Orange, VA 22960
hp@[putz.com](mailto:hp@putz.com)
(540) 406 7054

S. H. Harris
Right of Way Agent.

THE STATE OF TEXAS
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. P. Simpson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 24 day of February, A.D. 19 80

(SEAL)

J. T. Taylor
Notary Public in and for
Delta County, Texas.

THE STATE OF TEXAS,
COUNTY OF Delta

BEFORE ME, J. T. Taylor, a Notary Public in and for said

County and State, on this day personally appeared Carrs? Simpson, Guardian of Hobart Gillean, Herman Gillean and Ray Gillean, minors, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office on this the 24 day of February, A.D. 19 80.

(SEAL)

J. T. Taylor
Notary Public in and for
Delta County, Texas.

RECORDED
243
INDEXED

Line 0-16-
No. 48
County, Texas
Delta
J. P. Simpson - ex-wife
P. O. Address Tulsa, Kansas
to
LONE STAR GAS COMPANY
1815 Wood Street,
Dallas, Texas.
Filed for Record this the 14 day of March, 1980
Approved Carrs? Simpson County Clerk
Approved Carrs? Simpson Engineer
Approved Carrs? Simpson Attorney
Indexed

THE STATE OF TEXAS
COUNTY OF DELTA
I hereby certify that the above and foregoing instrument was duly and correctly recorded in my office on the 19 day of March, 1980 at the 9:48 A.M. in Vol. 189-34 Page 182
Witness my hand and seal of office this 19 day of March, 1980
Notary Public in and for Delta County, Texas
Deposited

Form 575 (11-2-83)

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twelve and 50/100
(\$ 12.50) Dollars to the undersigned, D.O. Slough and Wife, Delia Slough and
Lillie Carrall, a feme sole,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described

lands situate in Delta County, State of Texas, to-wit:

120 acres, more or less, out of the A. Askey Survey,

more fully described in deed from Lillie Carrall to
D.O. Slough recorded in Volume 60, Page 224, Deed Records of said
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

It is expressly agreed that telegraph and telephone poles above referred to shall follow the fence, road or property line of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 12th day of February, A.D. 19 30

Signed and delivered in
the presence of the un-
designated witnesses:

L. M. Harris
Right of Way Agent.

Lillie Carrall
D. O. Slough
Delia Slough

THE STATE OF TEXAS
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared D.O. Slough and Lillith Carrell, known to me to be the person and whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 18th day of February, A.D. 19 30

(SEAL)

Louis M. Taylor
Notary Public in and for
Delta County, Texas.

THE STATE OF TEXAS
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared Delia Slough, wife of D.O. Slough, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Delia Slough, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 12th day of February, A.D. 19 30

(SEAL)

Louis M. Taylor
Notary Public in and for
Delta County, Texas

RECORDED AND INDEXED
Line 0-16-

No. 13 76
Delta County, Texas
D.O. Slough
P.O. Address

to
LONE STAR GAS COMPANY
1015 Wood Street,
Dallas, Texas.

Filed for Record this the 18 day
of March, 1930
Rebecca Ellsworth
County Clerk

By Denish
Approved: Permy Hall
Attorney
Indexed

THE STATE OF TEXAS

COUNTY OF DELTA: I hereby certify that the above and foregoing instrument was duly and correctly

made on this 30 day of March, 1930 at 4:30 P.M. in the County of Delta, Texas.

Witness my hand and seal of office this 18 day of March, 1930

Rebecca Ellsworth
County Clerk

Deputy

Form 22 12-4-14

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Thirty-five and 50/100
(\$ 35.50) Dollars to the undersigned, Mrs. Lena McIntosh, a widow, and Cecil
Counts and wife, Quinn McIntosh Counts

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONG STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over

and through the following described lands situate in Delta County, State of Texas, to-wit:
115 acres; more or less, out of the A. Askew Survey,

more fully described in deed from T. R. Sullivan to
Harris McIntosh recorded in Volume 38, Page 317, Deed Records of said
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

It is expressly agreed that telegraph and telephone poles above referred to shall follow the fence, road or property line of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this 21st day of February, A. D. 1920

Signed and delivered in
the presence of the
undersigned witnesses:

L. H. Harris
Right of Way Agent.

Mrs. Lena McIntosh
Cecil Counts

Witness my hand and seal of office this 19 day of March 1964
 Bertha E. Jones, Co. Court Clerk, Baker County, Texas

Form 275 04-6-29

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Eleven and no/10
(\$ 11.00) Dollars to the undersigned, Walter F. Harkness, individually and as
Administrator of Estate of Nellie Harkness, deceased,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to establish, maintain and operate telephone and telegraph lines in connection therewith, together with the necessary poles and cross-arms, over and through the following described

lands situate in Delta County, State of Texas, to-wit:

34 acres, more or less, out of the A. Askey Survey, being same land as bequeathed to
Walter F. Harkness by will of Nellie Harkness, which will is recorded in Vol. 11, Page 278,
Probate Minutes of Delta County, Texas.

~~more or less, situate in Delta County, Texas~~

b6c

~~recorded in Volume 11, Page 278, Probate Minutes of Delta County, Texas~~

County to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telephone and telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 11th day of May, A.D. 1950

Signed and delivered in
the presence of the un-
designated witnesses:

Walter F. Harkness
Administrator of Estate of Nellie Harkness

S. H. Harris
Right of Way Agent.

THE STATE OF ~~TEXAS~~ *Colorado*
COUNTY OF *Denver*

Before me, Weldon J. Sowle, a Notary Public in and for said County and State, on this day personally appeared John J. Sowle, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the 25 day of Dec, A.D. 1905

(SEAL)

Notary Public in and for

County, ~~Texas~~ ^{Colorado}

THE STATE OF TEXAS
COUNTY OF _____

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____, wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19____

(SÄÄL)

Notary Public in and for

County, Texas

DECEMBER 1944

Line	Q16:
No.	14-A-178
Delite	County, Texas
Waiter F. Harkness,	
34 Broadway,	
D. O. Address	Denver, Colo.

to
LONE STAR GAS COMPANY
1915 Wood Street,
Dallas, Texas.

Filed for Record this 2nd day
of July 1930
at New York City
New York

Deputy.

Approved: Henry Hall Attorney

ଅନୁଷ୍ଠାନ

ALL EXITS OF DETAIL: I noted 2 exits; that the above had foregoing instructions
COUNT OF DETAIL: 1 day and correctly recorded in his office on the 25th day of
JULY 1969 of the 468-69
Bureau of Police, Dallas, Texas
Witness my hand and seal of office this 25th day of JULY 1969
Deputy Sheriff, Dallas County, Texas

Form 278 NM-6-29

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten and 75/100
(\$ 10.75) Dollars to the undersigned, W.L. Beckham

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, ~~under and across the lands of the Grantor, and over and through the following described~~ ~~land, together with the surface and subsurface rights and interests therein, over and through the following described~~

Lands situate in Delta County, State of Texas, to-wit:.

34 acres, more or less, out of the A-Askey Survey,

more fully described in deed from Sus A. Rodus to
W. L. Beckham recorded in Volume 39, Page 472, Deed Records of said
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~and to compensate the said lines~~; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

[illegible]

Above described property is no part of Grantor's homestead.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 25th day of February, A.D. 19 30

Signed and delivered in
the presence of the un-
dersigned witnesses;

W. E. Beckham

S. W. Harris
Right of Way Agent.

THE STATE OF TEXAS
COUNTY OF Delta

Before me, J.T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J.L. Beckham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26 day of February, A.D. 1950

(SEAL)

J.T. Taylor
Notary Public in and for
Delta County, Texas.

THE STATE OF TEXAS
COUNTY OF _____

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19____

(SEAL)

Notary Public in and for

County, Texas

Line 014
No. 245
Delta County Texas
W.L. Beckham
P. O. Address _____

to
LONE STAR GAS COMPANY
1015 Wood Street,
Dallas, Texas
Filed for Record this 18 day
of March, 1950
Beatha Williams
County Clerk
Approved: _____
by _____
Deputy

Engineer
Approved: Peroy Hall
Attorney
Indexed _____

THE STATE OF TEXAS:
COUNTY OF DELTA: _____
Witness my hand and seal this _____ day of _____, 1950
at _____, Texas.
Beatha Williams
County Clerk

Form 378 34-6-23

016/80

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twenty-two and 75/100(\$ 22.75) Dollars to the undersigned, Mrs. Alta Hagood and Husband F.C. Hagood,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described

lands situate in Delta County, State of Texas, to-wit:150 acres, more or less, out of the A. Askew Survey,

more fully described in deed from C.A. Larson and Wife to Mrs. Alta Hagood & F.C. Hagood recorded in Volume 62, Page 27, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.

~~These rights, appurtenant to the tract of Delta County, Texas, the donor and grantor have used under a license to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per linear rod for each additional line shall be paid, besides the damages above provided for.~~

It is expressly agreed that telegraph and telephone poles above referred to shall follow the fence road or property line of the above described property.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this 11th day of February, A.D. 19 30

Signed and delivered in
the presence of the un-
designated witnesses:

S. H. Harris
Right of Way Agent.

Mrs. Alta Hagood
F. C. Hagood

THE STATE OF TEXAS
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared F.C. Hagood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 11th day of February, A.D. 19 39

(SEAL)

Louis M. Taylor
Notary Public in and for
Delta County, Texas.

THE STATE OF TEXAS
COUNTY OF DELTA

Before me, Louis M. Taylor, a Notary Public in and for said County and State, on this day personally appeared Mrs Alta Hagood, wife of F.C. Hagood, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mrs Alta Hagood, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 11th day of February, A.D. 19 39

(SEAL)

Louis M. Taylor
Notary Public in and for
Delta County, Texas

RECORDED AT 11:00 AM

No. <u>1530</u>	County, Texas
<u>Delta</u>	
Alta Hagood et vir.	
P. O. Address <u>Odessa, Texas.</u>	
to	
LONE STAR GAS COMPANY	
1915 Wood Street,	
Delta, Texas.	
Filed for Record this <u>11th</u> day of <u>February</u> , 19 <u>39</u>	
at <u>Delta</u>	
Approved: <u>Beth Edwards</u>	County Clerk
Approved: <u>Peroy Hall</u>	Deputy
Approved: <u>Peroy Hall</u>	Attorney
Indexed	

THE STATE OF TEXAS
COUNTY OF DELTA
This day and date of 11th day of February, 1939
Witness my hand and seal of office at Delta, Texas, this 11th day of February, 1939.
Beth Edwards
County Clerk

Form 521 5M-4-23

016/81

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Thirty-two and 50/100
(\$ 32.50) Dollars to the undersigned, J.C. Berry and Wife, Annie E. Berry,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, ~~and to construct, maintain and operate such pipe lines and appurtenances over and through the following described~~

lands situate in Delta County, State of Texas, to-wit:

75 acres, more or less, out of the A. Askew Survey, more fully described in deed from
J.B. Reas and Wife to J.C. Berry, recorded in Vol. 33, Page 528, Deed Records said
County;

10 acres, more or less, out of the Askew Survey.

more fully described in deed from L.B. Berry and Wife
J.C. Berry recorded in Volume 65, Page 53-4, Deed Records of said
County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~and to construct, maintain and operate such pipe lines and appurtenances over and through the following described~~ said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

~~These rights are granted to the Grantee and its successors and assigns, and the Grantor and its successors and assigns shall not be entitled to any compensation for the use and enjoyment of the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, and to construct, maintain and operate such pipe lines and appurtenances over and through the following described~~

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 24th day of February, A.D. 1930

Signed and delivered in
the presence of the un-
designated witnesses:

S. W. Harris
Right of Way Agent.

J.C. Berry
Annie E. Berry

THE STATE OF TEXAS
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared J. C. Berry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 24 day of February, A.D. 19 50

(SEAL)

[Signature]
Notary Public in and for

Delta County, Texas.

THE STATE OF TEXAS
COUNTY OF Delta

Before me, J. T. Taylor, a Notary Public in and for said County and State, on this day personally appeared Annie E. Berry, wife of J. C. Berry, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Annie E. Berry, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 24 day of February, A.D. 19 50

(SEAL)

[Signature]
Notary Public in and for

Delta County, Texas

Line	0-16-	No	36	Delta	County, Texas
J. C. Berry and wife,					
P. O. Address <u>Exiles, Texas</u>					
to					
LONE STAR GAS COMPANY					
1915 Wood Street,					
Dallas, Texas.					
Filed for Record this the <u>14</u> day					
of <u>March</u> , 19 <u>50</u> <u>P. M.</u>					
Approved <u>[Signature]</u>					
County Clerk					
Approved <u>[Signature]</u>					
Attorney					
Indorsed					

THE STATE OF TEXAS
COUNTY OF Delta: I hereby certify that the above and foregoing instrument was duly and correctly recorded in my office on the 14 day of March, 1950 at Delta, Texas. [Signature]
Notary Public in and for said County and State. [Signature]
Filed for Record this the 14 day of March, 1950 P. M.
Approved [Signature]
County Clerk

Form 278 346-0-22

016/82

THE STATE OF TEXAS
COUNTY OF DELTA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Twelve and 50/100
(\$ 12.50) Dollars to the undersigned, J. W. Gregg and Wife, Jimmie M. Gregg,

(herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to erect, install, maintain and operate any and all necessary structures, connections, valves, etc., with the necessary poles, supports and conductors, over and through the following described

lands situate in Delta County, State of Texas, to-wit:

54 acres, more or less, out of the A. Askew Survey,

more fully described in deed from C. L. Stooks and Wife, to J. B. Redus recorded in Volume 4, Page 272, Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, valves, conductors, poles, lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of mater, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

~~It is further agreed that the Grantee shall not be liable for any damages to the Grantor's property caused by the construction, maintenance and operation of the gas lines and appurtenances hereunder.~~

~~It is further agreed that the Grantee shall not be liable for any damages to the Grantor's property caused by the construction, maintenance and operation of the gas lines and appurtenances hereunder.~~

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 26th day of February, A.D. 1939

Signed and delivered in
the presence of the un-
designated witnesses:

J. W. Harris

Right of Way Agent.

J. W. Gregg
Jimmie M. Gregg

I hereby certify that the above and foregoing instrument
 was filed and correctly recorded in my office on the
 17th day of
 March 1904 at
 12 o'clock in the
 day of March 1904
 before me, William B. Co. Clerk County Court, Texas

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1176

CASH WARRANTY DEED

Dates: October 18, 2000

Grantor: HERB PUTZ

Grantor's Mailing Address (including county):

HERB PUTZ
c/o Mt. Fern Farm
Rt. 1, Box 288
Orange, VA 22960
Orange County

Grantee: SIGNE E. PUTZ

Grantee's Mailing Address (including county):

SIGNE E. PUTZ
c/o Mt. Fern Farm
Rt. 1, Box 288
Orange, VA 22960
Orange County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any

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EXHIBIT A

TRACT ONE

Being situated in A. Ashby Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 137, Page 479, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract an iron rod for corner and being S 85°54'28" E 3414.5 feet from the southeast corner of the G.J. Grider survey Abstract No. 142;

THENCE East along the north line of said tract being the south line of the Coogy 50 acre tract, a distance of 2477.32 feet to an iron rod for corner;

THENCE S 0°13'12" W along the east line of said tract, a distance of 1430.63 feet to an iron rod for corner;

THENCE N 89°19'07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02'13" E along the west line of said tract being the center line of a county road, a distance of 1015.6 feet to the point of beginning and containing 82.8619 acres of land.

TRACT TWO

Being situated in the S. Phillips Survey, Abstract No. 269, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1858.4 feet and along said east line from the northeast corner of said survey;

THENCE N 89°47'45" W along the north line of said tract and along an old county road, a distance of 1636.73 feet to the northeast corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 1297.0 feet to an iron rod for corner;

THENCE S 89°47'45" along an old hedge row, a distance of 1636.73 feet to an iron rod for corner;

THENCE North along the east line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1261.54 feet and continuing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.S. Anderson Survey, Abstract No. 3, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 61, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.H. Allen land recorded in Book 38, page 139, Deed Records of said county and being more particularly described as follows:

BEGINNING at a point in the north line of said Anderson survey that is west 1212.55 feet and along said north line from the northeast corner of said survey;

THENCE West along said north line and along the center line of a county road a distance of 1212.55 feet to a point for corner;

THENCE S 0°02' 31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1509.79 feet to an iron rod for corner;

THENCE East a distance of 1212.55 feet to an iron rod for corner;

THENCE N 0°02'31" W passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1509.79 feet to the point of beginning and containing 42.607 acres of land.

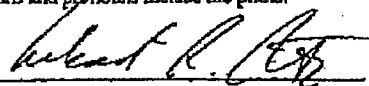
Filed for record this 14th day of Dec 2017 at 3:30P M
 Recorded this 14th day of Dec 2017 at 3:50P M
 CARLYN YEAGER ARJUN, COUNTY CLERK, DELTA COUNTY, TX BY [Signature] DEPUTY

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#1176

was belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

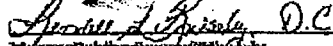
When the context requires, singular nouns and pronouns include the plural.


HERB PUTZ

ACKNOWLEDGMENT

STATE OF VIRGINIA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on November 2, 2000, by
HERB PUTZ.


Deputy Clerk, Circuit Court, Orange County, Virginia

PREPARED IN THE OFFICE OF:

EDGAR J. GARRETT, JR.
Attorney at Law
P.O. Box 465
Cooper, Texas 75432

AFTER RECORDING RETURN TO:

EDGAR J. GARRETT, JR.
Attorney at Law
P.O. Box 465
Cooper, Texas 75432



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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM YOUR INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: NOVEMBER 15, 2006

1270

Grantor: GERRY GERNAAT and wife, KATHY GERNAAT AND KERRY GERNAAT
and wife, LAVONNE GERNAAT

Grantor's Mailing Address (including county):

GERRY GERNAAT
KATHY GERNAAT
9850 Seven Mills Rd
McLean, VA 22101
COUNTY

KERRY GERNAAT
LAVONNE GERNAAT
1131 FM 198
LAKE CREEK, TEXAS 75450
DELTA COUNTY

FILED FOR RECORD
DELTA COUNTY, TEXAS
2006 NOV 30 AM 9:43
DALE JONES
COUNTY CLERK
BY: [Signature] DEPUTY

Grantee: HERBERT R. PUTZ and spouse, SIGNE E. PUTZ

Grantee's Mailing Address (including county):

HERBERT R. PUTZ and spouse, SIGNE E. PUTZ
1825 LOCUST GROVE CHURCH ROAD
ORANGE, VA 22960
COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note is in the principal amount of SIXTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$67,700.00) and is executed by Grantee, payable to the order of LONE STAR LAND BANK, FLCA. The note is secured by a vendor's lien retained in favor of LONE STAR LAND BANK, FLCA in this deed and by a deed of trust from Grantee to DARON GATES, Trustee.
LONE STAR LAND BANK, FLCA, at Grantee's request, having paid in cash to

C:\Documents and Settings\Grapac_Owner\My Documents\SHANNON'S DOCS\LEGAL DOCS\WARRANTY DEED VL FOR LSLB.wpd

D.O. 6673

H10110
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Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of LONE STAR LAND BANK, FLCA, and are transferred to LONE STAR LAND BANK, FLCA without recourse on Grantor.

Property (Including any Improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

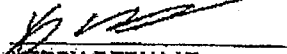
Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.


The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.


KERRY GERMAAT


KATHY GERMAAT


KERRY GERMAAT


LAVONNE GERMAAT

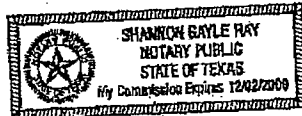
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ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Delta

This instrument was acknowledged before me on November 28
2006, by GERRY GERNAAT.



[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

~~STATE OF TEXAS~~
MICHIGAN

§
§
§

COUNTY OF MISSAUKEE

This instrument was acknowledged before me on Nov 17, 2006
2006, by KATHY GERNAAT.

[Signature]
Notary Public, State of ~~Texas~~ MICHIGAN

NOTARY PUBLIC STATE OF MICHIGAN
MY COMMISSION EXPIRES 12/31/2009

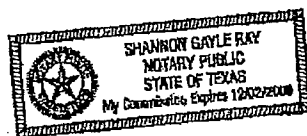
ACKNOWLEDGMENT

STATE OF TEXAS

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§

COUNTY OF DELTA

This instrument was acknowledged before me on November 28
2006, by KERRY GERNAAT and wife, LAVONNE GERNAAT.



[Signature]
Notary Public, State of Texas

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DESCRIPTION

All that certain lot, tract or parcel of land situated in the A. Askey Survey, Abstract No. 2, Delta County, Texas, and being part of that tract of land described in a Contract of Sale and Purchase between the Veterans Land Board of Texas and Bryan Thomas Preas as recorded in Volume 145, Page 644 of the Deed Records of Delta County, Texas (hereinafter called Preas Tract One), and being part of that tract of land described in a Deed from Bryan T. Preas, et ux, to G.Y. Preas, et ux, as recorded in Volume 156, Page 145 of the Deed Records of Delta County, Texas (hereinafter called Preas Tract Two), and being more particularly described as follows:

BEGINNING at a 5/8" iron pipe found for corner in the East line of that tract of land described in a Deed from Tresper Properties, Ltd., to the Lincoln Trust Company as recorded in Volume 265, Page 129 of the Deed Records of Delta County, Texas, at the Northwest corner of the above cited Preas Tract One; said point also being the Southwest corner of that tract of land described as Tract One in a Deed from Sue Eda Gregg to Charlie L. Gregg as recorded in Volume 242, Page 22 of the Deed Records of Delta County, Texas;

THENCE S. 89 deg. 47 min. 14 sec. E. with the North line of said Preas Tract One and the South line of said Gregg tract a distance of 1813.99 feet to a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for corner approximately 14 feet North of a fence line;

THENCE S. 08 deg. 24 min. 48 sec. E. a distance of 1002.38 feet to a 1/2 iron rod set for corner in a field;

THENCE N. 87 deg. 33 min. 47 sec. E. passing a 1/2 iron rod set for witness at a distance of 428.75 feet and continuing for a total distance of 440.75 feet to a 1/2 iron rod set for corner near the centerline of County Road No. 4225;

THENCE S. 00 deg. 24 min. 48 sec. E. along the center of County Road No. 4225, passing an interior corner of said Preas Tract Two at a distance of 274.79 feet and continuing for a total distance of 492.24 feet to a point for corner at a Southeast corner of said Preas Tract Two;

THENCE N. 89 deg. 25 min. 11 sec. W. with a South line of said Preas Tract Two, passing a 5/8" iron pipe found at a distance of 22.63 feet; and continuing with a South line of said Preas Tract Two and the most Easterly North line of that tract of land described in a Deed from Her Lavar Gillean, et al, to the Veterans Land Board of the State of Texas as recorded in Volume 179, Page 856 of the Deed Records of Delta County, Texas, for a total distance of 1331.73 feet to a 1/2" iron rod set for corner at an interior corner of said Preas Tract Two, said point also being the most Northerly Northwest corner of said Veterans Land Board tract;

THENCE S. 00 deg. 04 min. 11 sec. E. with the most Southerly East line of said Preas Tract Two and the most Northerly West line of said Veterans Land Board tract a distance of 474.11 feet to a 100-d nail found for corner at the most Southerly Southeast corner of said Preas Tract Two, said point also being an interior corner of said Veterans Land Board tract;

THENCE S. 89 deg. 57 min. 46 sec. W. with the most Westerly South line of said Preas Tract Two and the most Westerly North line of said Veterans Land Board tract a distance of 918.23 feet, to an axle found for corner at the Southwest corner of said Preas Tract Two, said point also being the most Westerly Northwest corner of said Veterans Land Board tract, said point also being in the East line of that tract of land described as Tract One in a Deed from Herb Putz to Sign E. Putz as recorded in Volume 240, Page 648 of the Deed Records of Delta County, Texas

THENCE N. 00 deg. 14 min. 51 sec. W. with the West line of said Preas Tract Two and the East line of said Putz tract a distance of 1008.89 feet to an axle found for corner at the Northeast corner of said Putz tract, said point also being the Southeast corner of said Lincoln Trust Company;

THENCE N. 00 deg. 42 min. 00 sec. W. (Directional Control Line) with the West line of said Preas Tract Two, the West line of said Preas Tract One and the East line of said Lincoln Trust Company tract a distance of 936.99 feet to the POINT OF BEGINNING and containing 76.898 acres of land

STATE OF TEXAS COUNTY OF DELTA
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the named records
of Delta County, Texas as stamped hereon by me.

NOV 9 0 2006



JANE JONES
COUNTY CLERK, Delta County, Texas

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM YOUR INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: SEPTEMBER 21, 2005

1361

Grantor: FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL E. CARRINGTON

Grantor's Mailing Address (including county):

FRED CARRINGTON
6432 E. CALLE ROSA
SCOTTSDALE, AZ 85251
MARICOPA COUNTY

ANDY B. CARRINGTON
85 BAVARIAN DRIVE
MIDDLETOWN, OHIO
BUTLER COUNTY

JOEL E. CARRINGTON
4209 EDGEVIEW COURT
GRAND PRAIRIE, TEXAS 75052
DALLAS COUNTY

FILED FOR RECORD
at _____ M

SEP 27 2005

Jane Jones, County Clerk
DELTA COUNTY, TEXAS

Grantee: HERBERT R. PUTZ

Grantee's Mailing Address (including county):

HERBERT R PUTZ
1825 LOCUST GROVE CHURCH ROAD
ORANGE, VA 22960
ORANGE COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$53,820.00 and is executed by Grantee, payable to the order of the FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON. The note is secured by a vendor's lien retained in favor of the FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON in this deed and by a deed of trust of even date,

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from Grantee to EDGAR J. GARRETT, JR., Trustee.

FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON and are transferred to FRED M. CARRINGTON, ANDY B. CARRINGTON and JOEL CARRINGTON without recourse on Grantor.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property, taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.


ANDY B. CARRINGTON

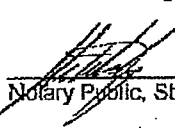
ACKNOWLEDGMENT

STATE OF Ohio

§
§
§

COUNTY OF Franklin

This instrument was acknowledged before me on September 23
2005, by ANDY B. CARRINGTON.


Notary Public, State of ~~Texas~~ Ohio

John Wetzig
Notary Public, State of Ohio
My Commission Expires 4-27-2009

H-1561
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277 065

Foster Land Surveying 17325 FM 197 Arthur City, TX 75411
(903) 739-9166 Ex (903) 783-9159

Field notes

Situated about 3.39 miles North 14° East from the City of Cooper, in the County of Delta, State of Texas, part of the A. Askey Survey #2 and being all of a called 34 1/6 acre tract of land conveyed to Murray Carrington et ux by deed recorded in Vol. 142, Page 576 of the Deed Records of said County and State and being all of a called 34.6 acre tract of land conveyed to Murray Carrington and wife, Martha Eugenia Carrington by deed recorded in Vol. 152, Page 522 of said Deed Records.

Beginning at a 3/8" iron pin found at the Northeast corner of a called 115.46 acre tract of land conveyed to W.S. Slough by deed recorded in Vol. 90, Page 558 of said Deed Records and being in the West boundary line of a called 27 acre 2nd tract conveyed to Joe Turner and wife, Hibernia Turner recorded in Vol. 157, Page 152 of said Deed Records, said point being the Southeast corner of the 34.6 acre Carrington tract.

Thence North 0°14'30" East passing the Southwest corner of a 26.97 acre tract of land conveyed to Jerry P. Simpson by deed recorded in Vol. 183, Page 561 of said Deed Records and continuing on for a total distance of 1197.94' to a 3/8" capped iron pin (HF 5699) set at the Northeast corner of the 34 1/6th acre Carrington tract and being the Southeast corner of a called 30 acre (calculates to be 40 acres by deed description) 2nd tract conveyed to Glenna Faye Cavanaugh by deed recorded in Vol. 227, Page 835 of the Official Records of said County and State;

Thence South 89°44'07" West a distance of 2477.79' to the Southwest corner of said Cavanaugh tract and the Northwest corner of the 34 1/6th acre Carrington tract and being in the centerline of County Road #4310;

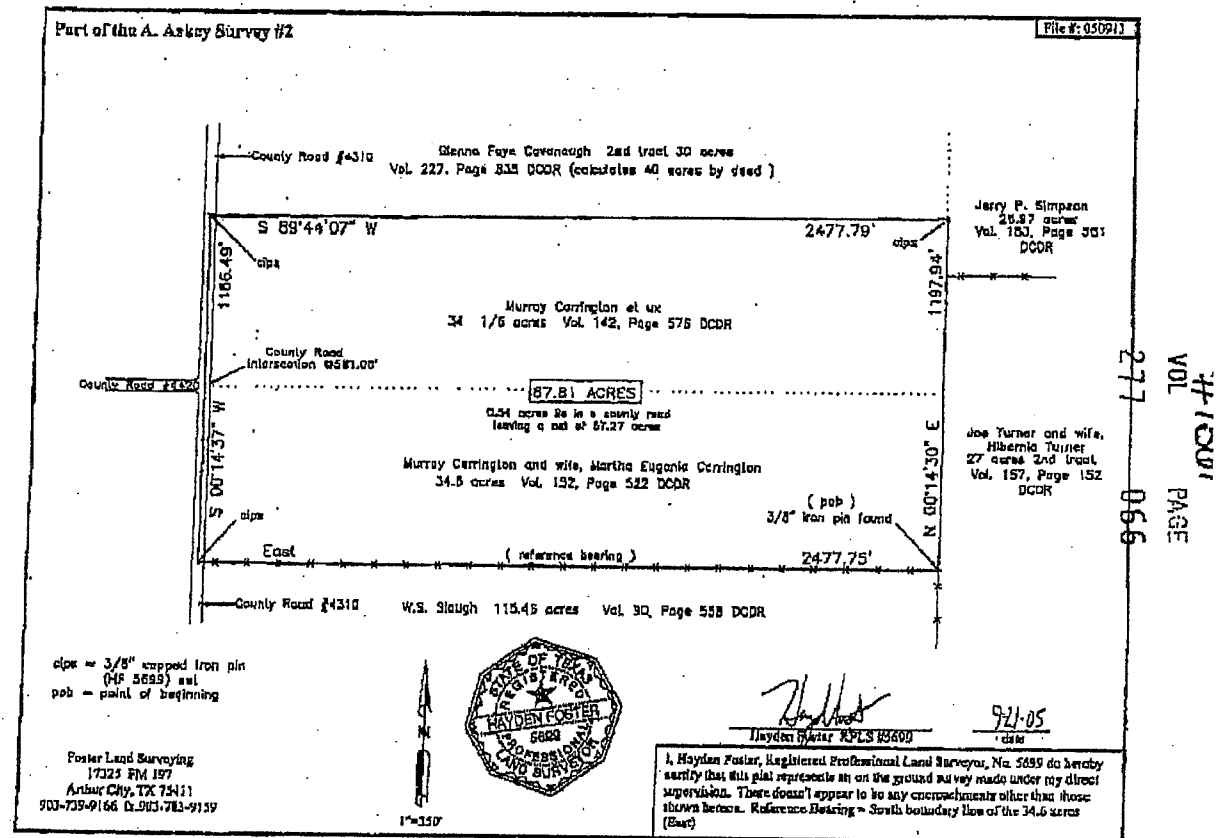
Thence South 0°14'37" West along said County Road and passing the intersection of County Road #4420 at a distance of 581.00' and continuing on for a total distance of 1186.49' to a 3/8" capped iron pin (HF 5699) set at the Northwest corner of said 115.46 acres;

Thence East (reference bearing) a distance of 2477.75' to the point of beginning and containing 67.81 acres of land of which 0.54 acres lie in a county road leaving a net of 67.27 acres of land.

I, Hayden Foster, Registered Professional Land Surveyor, No. 5699 do hereby certify that this description represents an on the ground survey made under my direct supervision. There doesn't appear to be any encroachments other than those shown thereon. Reference Bearing = South boundary line of the 34.6 acre Carrington tract (East).

Hayden Foster *Hayden Foster* date 9-2-05





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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Drafted Without Title Examination
WARRANTY DEED WITH VENDOR'S LIEN

#0400

Date: March 19, 2007

Grantor: Fiserv ISS and Co., Trustee FBO Robert Quinn

Grantor's Mailing Address:

1705 Meadowview Road
Commerce, Texas 75428
Hunt County, Texas

Grantee: Terrence Fowler and wife, Susannah Fowler

Grantee's Mailing Address:

P.O. Box 360173
Dallas, Texas 75336
Dallas County, Texas

FILED FOR RECORD
DELTA COUNTY, TEXAS
2007 APR 11 AM 10:51
JANE JONES
COUNTY CLERK
DEPT. OF COUNTY CLERK

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-four Thousand and 00/100 (\$34,000.00) Dollars, and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Larry W. Green, Jr., Trustee.

Property ("Property"):

Being a tract or parcel of land situated in Delta County, Texas, being part of the A. Askey Survey, Abstract No. 2, being part of a 139.19 acre tract of land as described in a Warranty Deed from Trosper Properties, Ltd., to Lincoln Trust Company, Trustee FBO Robert Quinn, as recorded in Volume 265 at Page 136 of the Deed Records of Delta County and being further described as follows:

COMMENCING from a 1/2 inch iron rod set for a corner at the southwest corner of said 139.19 acre tract on the east line of Farm to Market No. 128;
THENCE N. 00 deg. 13' 16" W. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 132.40 feet to a concrete monument found;
THENCE N. 11 deg. 05' 20" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 101.98 feet to a 1/2 inch iron rod set;
THENCE N. 00 deg. 13' 16" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 100.00 feet to a 1/2 inch iron rod set for a corner at the beginning of a curve to the right having a central angle of 08 deg. 41' 38", a radius of 379.26 feet, and a chord bearing N. 04 deg. 07' 33" E. at a distance of 57.49 feet;

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289 050

THENCE in the northeasterly direction, along the east line of Farm to Market No. 128, the west line of said 139.19 acre tract, and said curve to the right at an arc length of 57.55 feet to the Point of Beginning for the hereon described tract of land;

BEGINNING at a 1/2 inch iron rod set for a corner on the east line of Farm to Market No. 128, said Point of Beginning being on the west line of said 139.19 acre tract, said Point of Beginning also being in a curve to the right having a central angle of 10 deg. 28' 51", a radius of 379.26 feet, and a chord bearing N. 13 deg. 42' 47" E. at a distance of 69.28 feet;

THENCE in the Northeasterly direction, along the east line of Farm to Market No. 128, the west line of said 139.19 acre tract, and said curve to the right at an arc length of 69.37 feet to a 1/2 inch iron rod set for a corner;

THENCE N. 07 deg. 38' 37" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 101.98 feet to a 1/2 inch iron rod set for a corner;

THENCE N. 18 deg. 57' 12" E. along the east line of Farm to Market No. 128 and the west line of said 139.19 acre tract, a distance of 255.15 feet to a 1/2 inch iron rod set for a corner;

THENCE S. 89 deg. 58' 05" E. a distance of 2094.38 feet to a 1/2 inch iron rod set for a corner;

THENCE S. 00 deg. 01' 55" W. a distance of 397.88 feet to a 1/2 inch iron rod set for a corner;

THENCE S. 89 deg. 43' 25" W. a distance of 2207.04 feet returning to the Point of Beginning and containing 20.000 acres of land.

Reservations from and Exceptions to Conveyance and Warranty:

1. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
2. All recorded and unrecorded exceptions, easements and reservations affecting the Property.
3. The Property shall not be used to conduct any type of junk or salvage yard, either for profit or not; nor shall it ever take on the appearance of a junk or salvage yard.
4. No more than one (1) mobile home shall be permitted on the Property which cannot be a single-wide mobile home and must be two (2) years old or newer when placed on the Property.
5. Invalidation of the restriction set forth herein by judgment, court order, or otherwise, shall in no manner affect any other restrictions, if any, which other restrictions shall remain in full force and effect.
6. The restrictions shall run with the land and shall be binding upon all parties claiming under them.
7. Grantee assumes all ad valorem taxes from and after January 1, 2007.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Fiserv ISS and Co., Trustee
FBO Robert Quinn

By:

Angela Bowman (Print name)
Lead Investment Administrator

Robert Quinn
Robert Quinn

(Title)

(Acknowledgment)

State of Colorado §

County of Denver §

Before me, a Notary Public, on this day personally appeared Angela Bowman, in the capacity of Lead Investment Administrator for Fiserv ISS and Co., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of March, 2007.

SEAL:



[Signature]
Notary Public, State of Colorado
EXP: 01/05/2009
(Acknowledgment)

State of Texas §

County of Hunt §

Before me, a Notary Public, on this day personally appeared Robert Quinn, known to me through identification of Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of March, 2007.

SE



Polly Langford
Notary Public, State of Texas

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290 175

WARRANTY DEED WITH VENDOR'S LIEN

Date: MAY 25, 2007

0614

Grantor: DEBORAH KAY CAVANAUGH

Grantor's Mailing Address (including county):

DEBORAH KAY CAVANAUGH
P.O. BOX 474
COOPER, TEXAS 75432
DELTA COUNTY

Grantee: HERB PUTZ

Grantee's Mailing Address (including county):

HERB PUTZ
1825 LOCUST GROVE CHURCH ROAD
ORANGE, VA 22960
COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$35,224.00 and is executed by Grantee, payable to the order of THE FIRST NATIONAL BANK IN COOPER. The note is secured by a vendor's lien retained in favor of THE FIRST NATIONAL BANK IN COOPER in this deed and by a deed of trust of even date, from Grantee to EDGAR J. GARRETT, JR., Trustee.

THE FIRST NATIONAL BANK IN COOPER, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of THE FIRST NATIONAL BANK IN COOPER and are transferred to THE FIRST NATIONAL BANK IN COOPER without recourse on Grantor.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof just as if copied herein verbatim.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property;

C:\Documents and Settings\Compeq_Owner\My Documents\SHANNON'S DDCS\FNB\PURCHASE OF PROPERTY LOAN
DDCS\WARRANTY DEED VL FROM HEIRS.wpd

D-07-6764

FILED FOR RECORD
DELTA COUNTY, TEXAS
2007 JUN -4 AM 9:55
COUNTY CLERK
DELAWARE COUNTY, TEXAS

40014

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taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.


DEBORAH KAY CAVANAUGH

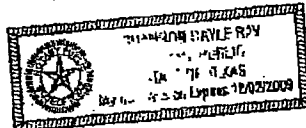
ACKNOWLEDGMENT

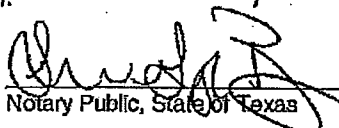
STATE OF TEXAS

COUNTY OF DELTA

§
§
§

This instrument was acknowledged before me on May 31
2007, by DEBORAH KAY CAVANAUGH.




Notary Public, State of Texas

110614
VOL PAGE

Foster Land Survey 290 17325 FM 177 Arthur City, TX 75411
(903) 739-9166 fx (903) 783-9159

Field Notes

Situated about 3.6 miles North 14° East from the City of Cooper, in the County of Delta, State of Texas, a part of the A. Askey Survey #2 and being all of a called 30 acre 2nd tract (calculates 40 acres by deed) conveyed to Glenna Faye Cavanaugh by deed recorded in Vol. 227, Page 835 of the Official Public Records of said County and State.

Beginning at a 3/8" iron pin found in the center of County Road #4310 and being the Northwest corner of a called 34 1/6 acre tract of land conveyed to Murray Carrington et ux by deed recorded in Vol. 142, Page 576 of the Deed Records of said County and State, from said point a 3/8" capped iron pin (HF 5699) found bears South 0°29'47" West a distance of 1186.49', said point being the Southwest corner of the Cavanaugh tract.

Thence North 89°59'01" East a distance of 2477.79' to a 3/8" capped iron pin (HF 5699) found in the West boundary line of a called 26.97 acre tract of land conveyed to Jerry P. Simpson by deed recorded in Vol. 183, Page 561 of said deed records, said point being the Northeast corner of the 34 1/6 acre tract and the Southeast corner of the Cavanaugh tract;

Thence North 0°40'02" West a distance of 721.61' to a 3/8" spike nail found at the Southeast corner of a called 80.8619 acre tract #1 conveyed to Signe E. Putz by deed recorded in Vol. 240, Page 648 of said Official Public Records, from said point an axle found at the Northeast corner of the 80.8619 acre tract bears North 0°17'24" East a distance of 1431.14';

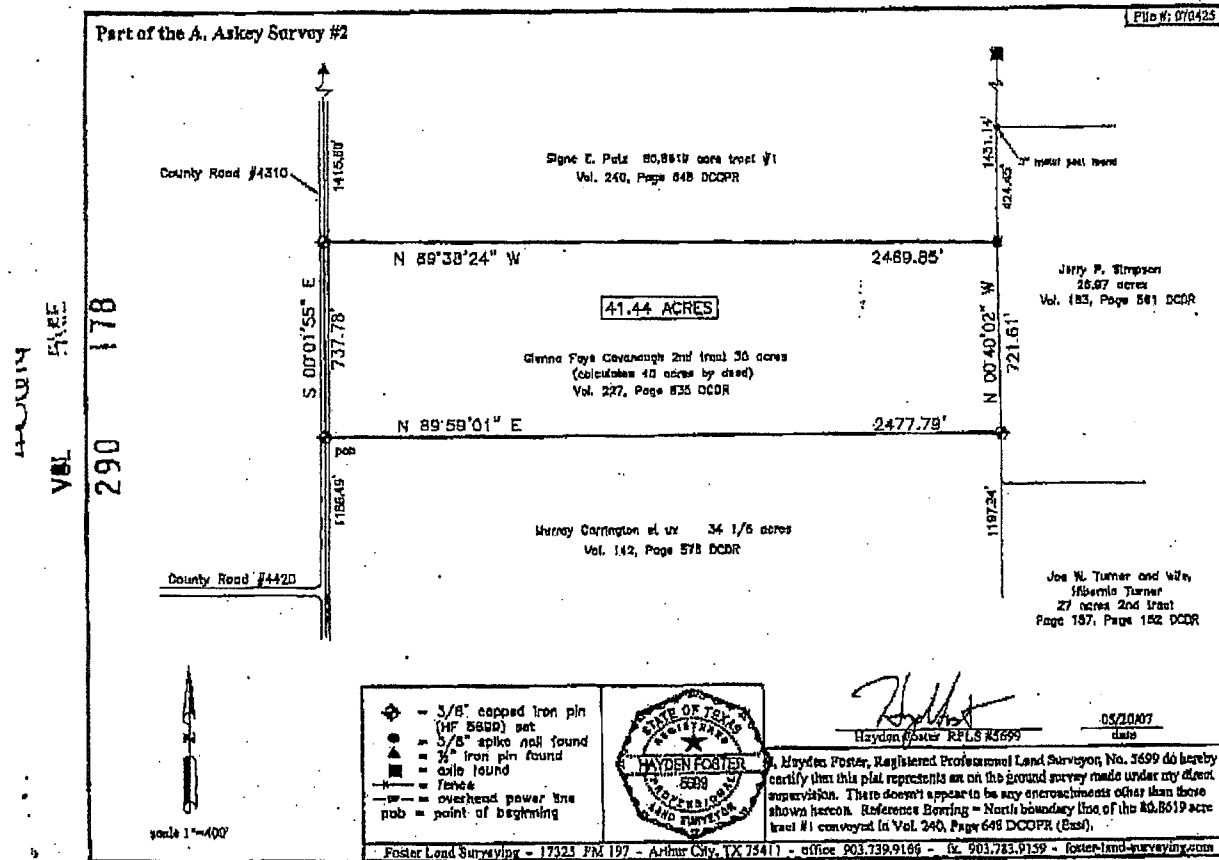
Thence North 89°38'24" West a distance of 2469.85' to a 3/8" capped iron pin (HF 5699) set in the center of County Road #4310, said point being the Southwest corner of the 80.8619 acre tract, from said point a 1/2" iron pin found at the Northwest corner of the 80.8619 acre tract bears North 0°2'06" West a distance of 1415.60';

Thence South 0°01'55" East along said County Road a distance of 737.78' to the point of beginning and containing 41.44 acres of land.

I, Hayden Foster, Registered Professional Land Surveyor, No. 5699 do hereby certify that this plat represents an on the ground survey made under my direct supervision. There doesn't appear to be any encroachments other than those shown hereon. Reference Bearing = North boundary line of the 80.8619 acre tract #1 conveyed in Vol. 240, Page 648 DCOPR (East).

Hayden Foster Hyd Foster date 05/20/07





#125

VOL 227 PAGE 0835

WARRANTY DEED

Date: August 7, 1998

Grantor: RUBY FAYE LARKIN

Grantor's Mailing Address (including county): Route 1, Box 27, Cooper, Delta County, Texas
75432

Grantee: GLENN FAYE CAVANAUGH

Grantee's Mailing Address (including county): 1417 High Meadow Circle, Garland, Texas
75040-7503

Consideration: Love and affection

Property (including any improvements): SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF JUST AS IF COPIED
HEREIN VERBATIM

Reservations from and Exceptions to Covenance and Warranty:

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, rights of way and reservations of record in the hereinabove mentioned county and state, if any, applicable to the herein conveyed property or any part thereof, including but not limited to the following:

THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

Grantor, for the consideration and subject to the reservations from and exceptions to covenance and warranty, grants, gives, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors,

WARRANTY DEED - PAGE 1

#825

VOL 227 PAGE 0836

administrators, and successors, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 7th day of August, 1998.

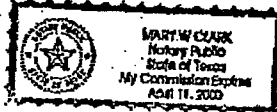
Ruby Faye Larkin
RUBY FAYE LARKIN

(Acknowledgment)

STATE OF TEXAS)

COUNTY OF Lamar)

This instrument was acknowledged before me on the 7th day of August, 1998, by RUBY FAYE LARKIN.



Mary W. Clark
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Glenn Caracough
1417 High Meadow Circle
Garland, Texas 75040-7503

PREPARED IN THE LAW OFFICE OF:
THE MCGRE LAW FIRM, L.L.P.
108 Bonham Street
Paris, Texas 75460

WARRANTY DEED - PAGE 2

Exhibit "A" #825

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FIRST TRACT all that certain tract or parcel of land, a part of the Grider Survey, Delta County, Texas, and more fully described as being 30 acres of land off of South side of 80 acres of land, once owned by J. W. Cross, now deceased;

BEGINNING at the S.E. Corner of said 80 acre tract of land in E.B. line of said Grider survey on the W.B. line A. Askey survey;

THENCE NORTH 187-1/2 varas a stake on E.B. line of said Grider survey;

THENCE WEST 904 varas the W.B. line of said Grider survey

a stake;

THENCE SOUTH with said W.B. line 187-1/2 varas to S.W. corner of said 80 acre tract;

THENCE EAST 904 varas to the place of beginning, CONTAINING 30 acres of land.

SECOND TRACT: all that certain tract or parcel of land a part of the A. Askey survey and a part of a certain 140 acre tract set apart by partition to the heirs of J.H. Ingersoll by District Court of Delta County, Texas, off the South end of a 320 acre tract out of the same survey and the tract hereby conveyed is 40 ACRES off the North end of the said 140 acre tract being described as follows:

BEGINNING at a stake 108-95/100 poles North of the S.W. corner of said 320 acre tract on the W.B. line of the same;

RUNS THENCE North to the partition line between Doboney and the heirs of said Ingersoll 43-58/100 poles a stake;

THENCE EAST with the said partition line 146-6/7 poles to the E.B. line of said 320 acre tract;

THENCE SOUTH 43-58/100 poles a stake;

THENCE WEST to the place of beginning, CONTAINING 30 acres of land.

1/24/18
142
Circuit Court
Delta County, Texas
9:36 A.
9:31 P.
W. H. H. H.

VOL 195 PAGE 512.

#4034

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
 THE COUNTY OF DELTA

§
 § KNOW ALL MEN BY THESE PRESENTS:
 §

That I, EDNA HAGOOD, of the County of Orange, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other valuable consideration cash to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the additional sum of FORTY FIVE THOUSAND ONE HUNDRED SEVENTY SEVEN AND 93/100THS DOLLARS (\$45,177.93) paid by Grantees on and in accordance with the terms of one certain promissory note of even date herewith, in the principal sum of \$45,177.93 executed by Grantees payable to EDNA HAGOOD, at Vidor, Orange County, Texas, said Note bearing interest and payable as therein stipulated, until said note, has been fully paid; said note contains the usual attorney's fees clause and acceleration of maturity clause in the event of default in the payment thereof; said note is secured by Vendor's Lien herein and hereby retained, also by a Deed of Trust of even date herewith from the makers of said note to Edgar J. Garrett, Jr., Trustee, on the hereinafter described and conveyed real property; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto HERB PUTZ, 54 Shore Drive, Fort Chester, New York, New York 10573, all the following described real property in Delta County, Texas, to-wit:

See EXHIBIT "A", attached hereto and made a part hereof just as if copied herein verbatim.

This conveyance is made and accepted subject to any and all valid, outstanding easements, restrictions, reservations and rights-of-way affecting the tract of land herein conveyed.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, EDNA HAGOOD, her heirs and assigns, an undivided one-half (1/2) interest in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

It is agreed and understood that at the end of twenty-five (25) years from the date of this Warranty Deed an additional one-fourth (1/4) interest is hereby conveyed to E.F. LAND AND CATTLE COMPANY, in and only in the event that there has been no production on said property, in the event of production the additional one-fourth (1/4) interest is not to be conveyed in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing same therefrom.

It is further agreed and understood that in the event Grantor sells her undivided one-half (1/2) interest in said oil, gas and other minerals, before the end of the twenty-five (25) year period, then and in that event, Grantee has the first option of purchase.

Grantors having paid their pro rata share of the ad valorem taxes on the property herein conveyed for the year 1990, to Grantee, Grantee therefore assumes payment of all ad valorem taxes on the property herein conveyed for the entire year 1990.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

KAY3/actn-i-90-1847

4024

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But it is expressly agreed that the VENDOR'S LITN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

EXECUTED this 20th day of September, 1990.

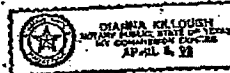
Edna Hagood
EDNA HAGOOD

THE STATE OF TEXAS §
THE COUNTY OF GRAY §

BEFORE ME, the undersigned authority, on this day personally appeared EDNA HAGOOD, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of September, 1990.

Dianna Kellough
Notary Public, State of Texas



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#4024

EXHIBIT A

TRACT ONE

Being situated in A. Makey Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 137, Page 479, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract an iron rod for corner and being S 85°54'28" E 3414.5 feet from the southeast corner of the G.J. Glider survey Abstract No. 142;

THENCE East along the north line of said tract being the south line of the Clegg 50 acre tract, a distance of 2477.38 feet to an iron rod for corner;

THENCE S 0°13'12" W along the east line of said tract, a distance of 1430.63 feet to an iron rod for corner;

THENCE N 89° 39'07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02'13" E along the west line of said tract being the center line of a county road, a distance of 1415.6 feet to the point of beginning and containing 80.8619 acres of land.

TRACT TWO

Being situated in the B. Phillips Survey, Abstract No. 268, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1859.4 feet and along said east line from the northeast corner of said survey;

THENCE N 89°47'45" W along the north line of said tract and along an old county road, a distance of 1636.73 feet to the northeast corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 1297.0 feet to an iron rod for corner;

THENCE S 89°47'45" along an old hedge row, a distance of 1636.73 feet to an iron rod for corner;

THENCE North along the east line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1261.54 feet and continuing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.B. Anderson Survey, Abstract No. 3, Delta County, Texas, and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 61, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.H. Allen land recorded in Book 38, page 198, Deed Records of said county and being more particularly described as follows:

BEGINNING at a point in the north line of said Anderson survey that is west 1232.55 feet and along said north line from the northeast corner of said survey;

THENCE West along said north line and along the center line of a county road a distance of 1232.55 feet to a point for corner;

THENCE S 0°02' 31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1505.79 feet to an iron rod for corner;

THENCE East a distance of 1232.55 feet to an iron rod for corner;

THENCE N 0°02'31" W passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1505.79 feet to the point of beginning and containing 42.607 acres of land.

Filed for record this 18 day of Sept. 1996 at 12:00 P.M.
 Recorded this 19 day of Sept. 1996 at 8:30 A.M.
 MARY E. FRANK, COUNTY CLERK, DELTA COUNTY, TEXAS

VOL 195 PAGE 514

#4024

EXHIBIT A

TRACT ONE

Being situated in A. Askey Survey, Abstract No. 2, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 137, Page 479, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of said tract an iron rod for corner and being S 85°54'28" E 3414.5 feet from the southeast corner of the G.J. Grider survey Abstract No. 142;

THENCE East along the north line of said tract being the south line of the Clegg 50 acre tract, a distance of 2477.38 feet to an iron rod for corner;

THENCE S 0°13'12" W along the east line of said tract, a distance of 1430.63 feet to an iron rod for corner;

THENCE N 89° 39'07" W, a distance of 2472.84 feet to an iron rod for corner;

THENCE N 0° 02'13" E along the west line of said tract being the center line of a county road, a distance of 1415.6 feet to the point of beginning and containing 80.8619 acres of land.

TRACT TWO

Being situated in the B. Phillips Survey, Abstract No. 268, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 92, Page 194, Deed Records, Delta County, Texas and being more particularly described as follows:

BEGINNING at the northeast corner of said tract being on the east line of said Phillips Survey and being South 1858.4 feet and along said east line from the northeast corner of said survey;

THENCE N 89°47'45" W along the north line of said tract and along an old county road, a distance of 1636.73 feet to the northwest corner of said tract;

THENCE South passing an iron rod at a distance of 15.7 feet and continuing in all a distance of 1297.0 feet to an iron rod for corner;

THENCE S 89°47'45" along an old hedge row, a distance of 1636.73 feet to an iron rod for corner;

THENCE North along the east line of said tract being the centerline of an old county road, passing an iron rod at a distance of 1261.54 feet and continuing in all, a distance of 1297.0 feet to the point of beginning and containing 48.7334 acres of land.

TRACT THREE

Being situated in the J.H. Anderson Survey, Abstract No. 3, Delta County, Texas and being the same land conveyed to Charlie Hagood by Frank Hagood by deed recorded in Volume 63, Page 310, Deed Records Delta County, Texas and being Block 2 of the subdivision of the J.H. Allen land recorded in Book 38, page 198, Deed Records of said county and being more particularly described as follows:

BEGINNING at a point in the north line of said Anderson survey that is west 1232.55 feet and along said north line from the northeast corner of said survey;

THENCE West along said north line and along the center line of a county road a distance of 1232.55 feet to a point for corner;

THENCE S 0°02' 31" E passing an iron rod at a distance of 25.0 feet and continuing along the east line of a dirt road, a distance of 1505.79 feet to iron rod for corner;

THENCE East a distance of 1232.55 feet to an iron rod for corner;

THENCE N 0°02'31" W passing an iron rod at a distance of 1484.79 feet and continuing in all, a distance of 1505.79 feet to the point of beginning and containing 42.607 acres of land.

Filed for record the 28 day of Sept. 1996 at 12:00 P.M.
 Recorded the 3 day of Oct. 1996 at 8:30 A.M.
 MARY E. PRADA, COUNTY CLERK, DELTA COUNTY, TEXAS

Herb Putz

From: Carroll, Bob A <Bob.Carroll@atmosenergy.com>
Sent: Wednesday, March 12, 2014 2:28 PM
To: Putz Farms
Subject: RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Thanks!

Just send me the information and we will contact.

From: Putz Farms [mailto:putzfarms@wildblue.net]
Sent: Wednesday, March 12, 2014 1:09 PM
To: Carroll, Bob A
Subject: RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Thank you for providing us the data. Do we try to settle through Mr. Terrell or you or provide name address/e-mail/phone # of person Thanks

From: Carroll, Bob A [mailto:Bob.Carroll@atmosenergy.com]
Sent: Wednesday, March 12, 2014 11:25 AM
To: Putz Farms
Cc: Putz Farms; Hofmann, Nick; Flood, Raphael
Subject: FW: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Mr. Putz,

Mr. Terrell has joined a different law firm and still represents Atmos.

The work began @ 7/25/2013 on the pipeline replacement and was completed 8/30/2013. The damaged area was 50' X 4,740' + 237,500 sq. ft. for a total of @ 6 acres of crop damages.

Thanks
Bob

From: Harwell, David W
Sent: Monday, March 10, 2014 8:29 AM
To: Carroll, Bob A; Putz Farms
Cc: 'Teresa Wonka (t.wonka@atmosenergy.com)'
Subject: RE: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Construction started a couple of days @ 7/25/13 and the replacement was completed on 8/30/13.

From: Putz Farms [mailto:putzfarms@wildblue.net]
Sent: Friday, March 07, 2014 2:37 PM
To: Carroll, Bob A
Subject: FW: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Good afternoon Mr. Carroll – when can we expect the requested documents – as we need to move forward settling the damages you caused us and to which you are committed to hold us harmless under the ROW agreement?

From: Putz Farms [mailto:putzfarms@putzfarms.net]

Sent: Friday, February 28, 2014 3:58 PM

To: 'bob.carroll@atmosenergy.com'

Subject: CASE 10693 IN TH DISTRICT COURT OF DELTA COUNTY

Good afternoon – we just learned that Mr. Terrell no longer represents ATMOS. Atmos damaged our standing crop. Please provide us immediately the (i) date and time when Atmos and their agent entered and performed certain work (ii) the description of the work performed (iii) the length and the width of work on our property. Rgds Dr. H Putz

HERBERT R. PUTZ

1825 Locust Grove Church Rd.

Orange, VA 22960

(540) 406 7054

herb.putz@comcast.net

December 1, 2017

The Honorable Clerk
Karen Mitchell
United States District Court
Northern District of Texas
1100 Commerce Street
Dallas, TX 75242

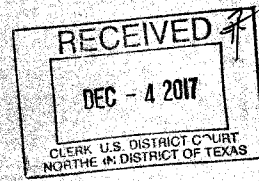
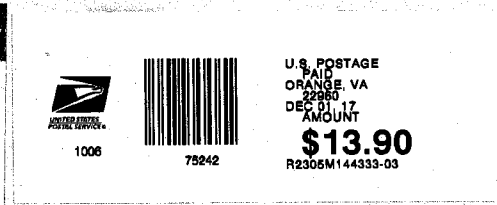
RE: Herbert R. Putz v. Atmos Energy Corporation

Honorable Ms. Mitchell,

Please find enclosed (i) original and a copy of PLAINTIFFS' ORIGINAL COMPLAINT TO COMPEL DEFENDANT TO APPOINT THEIR "DISINTERESTED PERSON" TO PROCEED WITH THE ALTERNATE DISPUTE RESOLUTION STIPULATED IN THE EASEMENT AGREEMENTS; (ii) Summon in a Civil Action; (iii) Check drawn on Virginia National Bank in the amount of \$ 400,00 for fees in conjunction with the complaint.

If you have any questions or I did miss something I appreciate contacting me at (540) 406 7054 or herb.putz@comcast.net.

Respectfully,



*The Honorable
Karen Mitchell
U.S. District Court
Northern District Texas
1100 Commerce St
DALLAS TX 75242*